

Rep. Cont. nr. 26/1015  
del 30/9/2010



## SERVICE CONTRACT

**CIG: Z022E8C67E**

The Italian Agency for Development Cooperation – Tirana's Office  
Rruga Abdi Toptani, Torre Drin 5th floor, Tirana – Albania  
of the one part,

and

Name of the legal entity, address and VAT number  
of the other part,

have agreed as follows: Ipsos shpk Rruga Frosina Plaku

**PROJECT:** Technical Assistance and Capacity Development (ASTECADE) – AID 10539

**CONTRACT TITLE:** Four surveys for Albania and Bosnia and Herzegovina

**Identification number:** CIG: Z022E8C67E

### (1) Subject

- 1.1 The subject of this contract is "Four surveys for Albania and Bosnia and Herzegovina" in the framework of the project "Technical Assistance and Capacity Development (ASTECADE) – AID 10539", done in Albania with identification number: CIG Z022E8C67E.
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to this contract.

### (2) Contract value

This contract, established in 16,780 Euro, VAT not included, is a global price contract. The total amount, VAT included, is 20,136 Euro.

**(3) Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- service contract and special conditions
- Annex I - general conditions
- Annex II - terms of reference
- Annex III - proposed methodology for completion of services
- Annex IV - budget
- Annex V - financial identification
- Annex VI - legal entity
- Annex VII – declaration of the contractor

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

**(4) Language of the contract**

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

Done in English in two originals, one for the Contracting Authority and one for the contractor.

**For the contractor**

Name: Alban Bilalli

Title: Administrator

Signature:

Date:

*[Handwritten signature]*  
*30.9.2020*



**For the Contracting Authority**

Name: Nino Merola

Title: Representative

Signature:

Date:

*[Handwritten signature]*



*[Handwritten signature]*

## SPECIAL CONDITIONS

### Article 1 - Communications

The contact person for the Contracting Authority is

Name:  
Phone:  
Email:

The contact person for the contractor is

Name:  
Phone:  
Email:

### Article 2 - General obligations

The contractor must comply with the AICS Ethical Code of Conduct, the OCSE Anti-Bribery Code of Conduct for the Business Community, the OCSE and Italian Ministry of Foreign Affairs and International Cooperation Child Labour Code and the Albanian Legislation.

*A signed a stamped declaration by the contractor will be annexed to the contract.*

### Article 3 - Implementation of the tasks and delays

3.1 The start date for implementation shall be the date of signature of the contract by both parties.

3.2 The period for implementing the tasks is 90 days from the start date.

3.3 Delays in the implementation of this contract must be agreed by both parties.

### Article 4 - Interim and final reports

The contractor shall submit progress reports as specified in the Terms of reference, Annex II of this contract.

### Article 5 - Approval of reports and documents

The Contracting Authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received, giving reasons should the reports or documents, or request amendments, be rejected. If the Contracting Authority does not provide any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the Contracting Authority if the contractor is not expressly provided with any comments within 45 days from the receipt of the report.



## Article 6 - Payment and interest on late payment

6.1 Payments will be made in accordance with the following option:

Day	Type	EUR
60	Final payment after the approval of the production report	100% of the contract value
	<b>Total</b>	100% of the contract value

6.2 The payment shall be based on the contractor's invoice accompanied by interim and/or final reports which are subject to approval by the Contracting Authority.

6.3 The Contracting Authority shall perform the payment and/or payments within 60 days after the acceptance of the interim and/or final reports delivered by the contractor.

6.4 Payments will be made in Euro into the bank account notified by the contractor to the Contracting Authority.

## Article 7 - Financial guarantee

No pre-financing guarantee is required.

## Article 8 - Settlement of disputes

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be settled in accordance with the national legislation of Albania.

## Article 9 - Data protection

Processing of personal data related to the implementation of the contract by the Contracting Authority takes place in accordance with the national legislation of the State of the Contracting Authority.





ANNEX I:  
GENERAL CONDITIONS FOR SERVICE CONTRACTS

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## PRELIMINARY PROVISIONS

### ARTICLE 1. DEFINITIONS

- 1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. The word "country" shall be deemed to include State or Territory.
- 1.4. Words designating persons or parties shall include firms, companies, and any organisation having legal capacity.
- 1.5. For more on the definitions of the terms used throughout these general conditions please check the document *Glossary of terms*, available at the following web address:

### ARTICLE 2. COMMUNICATIONS

- 2.1. Any oral instructions or orders shall be confirmed in writing.

### ARTICLE 3. SUBCONTRACTING

- 3.1. Subcontracting is not allowed in the framework of this contract.

### ARTICLE 4. ASSIGNMENT

- 4.1. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

## OBLIGATIONS OF THE CONTRACTING AUTHORITY

### ARTICLE 5. SUPPLY OF INFORMATION

- 5.1. The contracting authority shall supply the contractor promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the contracting authority at the end of the period of implementation of the tasks.
- 5.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3. In case the contact person or the project manager change during the implementation of this contract, the contracting authority shall give notification to the contractor in writing.

### ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS

- 6.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the contractor in the performance of its obligations under the contract. The contracting authority may provide the assistance

requested to the contractor at the contractor's cost.

- 6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the services are rendered, including work and residence permits, for the staff whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

## **OBLIGATIONS OF THE CONTRACTOR**

### **ARTICLE 7. GENERAL OBLIGATIONS**

- 7.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract she/he shall give notice, with reasons, to the project manager. If the contractor fails to notify within the 30-day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.
- 7.3. The contractor shall supply, without delay, any information and documents to the contracting authority upon request, regarding the conditions in which the contract is being executed.
- 7.4. The contractor shall respect and abide by all laws and regulations in force in Albania and shall ensure that its staff, their dependents, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependents of such laws and regulations. Contractors must ensure that there is no detection of natural persons, including participants to workshops and/or trainings, in the lists of EU restrictive measures.
- 7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately, no later than two days and at its own initiative, record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.
- 7.6. The contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority, after the completion of the tasks, declares the contract to be confidential.
- 7.7. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract.



including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.

- 7.8. Save where the Contracting Authority requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the Contracting Authority. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions.
- 7.9. Any records shall be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

#### **ARTICLE 8. CODE OF CONDUCT**

- 8.1. The contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the contracting authority. It shall not commit the contracting authority in any way whatsoever without its prior consent, and shall make this obligation clear to everyone involved in the implementation of this contract.
- 8.2. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other form of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards, he shall report it in writing within 30 days to the contracting authority.
- 8.3. The contractor and its staff shall respect human rights, applicable data protection rules and the environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 8.4. The contractor or its agents or staff shall not abuse of its entrusted power for private gain. The contractor or any of its agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.
- 8.5. The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.



8.6. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The contracting authority may carry out documentary or on-the-spot checks deemed necessary to find evidence in case of suspected unusual commercial expenses.

8.7. The respect of the code of conduct set out in the present article constitutes a contractual obligation.

Failure to comply with the code of conduct is always deemed to be a breach of the contract. In addition, failure to comply with the provisions set out in the present Article can be qualified as grave professional misconduct that may lead to either suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

#### **ARTICLE 9. CONFLICT OF INTEREST**

9.1. The contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which may arise during performance of the contract, shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.

9.2. The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to its obligations under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its staff exposed to such a situation.

9.3. The contractor shall refrain from any contact which would compromise its independence or that of its staff.

9.4. The contractor shall limit its role in connection with the project to the provision of the services described in the contract.

9.5. The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other AICS funds available under the same project. However, if the contractor is able to prove that his involvement in previous stages of the project does not constitute unfair competition, he may participate, subject to the prior approval of the contracting authority.

9.6. Civil servants and other staff of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be recruited as experts unless the prior approval has been granted by the Contracting Authority.

#### **ARTICLE 10. ADMINISTRATIVE SANCTIONS**

10.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the Contracting Authority may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,

a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract

or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years:

b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years.

10.2. In the situations mentioned in Article 10.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total value of the contract.

10.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.

10.4. The decision to impose administrative sanctions may be published, explicitly naming the contractor.

## **ARTICLE 11. SPECIFICATIONS AND DESIGNS**

11.1. The contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the contracting authority and taking into account the latest design criteria.

11.2. The contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

## **ARTICLE 12. LIABILITIES**

12.1. Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under following Articles 26 and 27.

After the completion of the implementation of the tasks, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the services by the contractor, its staff, its subcontractors and any person for which the contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the contractor's liability in respect of the contracting authority is capped at the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

The contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract, even after approval of the reports and documents, or by default for a period of 10 years.

12.2. Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused during the performance of the services, to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.



However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

#### 12.3. Contractor's liability in respect of third parties

Without prejudice to Article 14.9, the contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's staff and any person for which the contractor is answerable are considered to be third parties.

12.4. The contractor shall treat all claims in close consultation with the contracting authority.

12.5. Any settlement or agreement settling a claim requires the prior express written consent of the contracting authority and the contractor.

### **ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS**

#### 13.1. Medical arrangement

The contracting authority may condition the performance of the services to the production, by the contractor, of a recent medical certificate attesting that the contractor itself, its staff and/or any person for which the contractor is answerable, are fit to implement the services required under this contract.

#### 13.2. Insurance – general issues

- a) At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.
- b) At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case

the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

- c) Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.
- d) The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.
- e) The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.
- f) The contractor shall ensure that its staff and any person for whom the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.
- g) Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the Country in which the services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.
- h) The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.
- i) In any event, the contractor shall take out the insurance referred to below.

### 13.3. Insurance – Specific issues

- a) The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.
- b) The contractor shall ensure that itself, its staff and any person for which the contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:
  - i. all medical expenses, including hospital expenses;
  - ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
  - iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

In the absence of adequate insurance, the contracting authority may bear such costs to the benefit of the contractor itself, its staff and any person for which the contractor is answerable. This bearing of the costs by the contracting authority shall be subsidiary and may be claimed against the contractor and any person who should have taken out this insurance, without prejudice to the compensation of the contracting authority's possibly resulting damage.

- c) The contractor shall take out insurance policies providing coverage of the contractor itself, its staff and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It indemnifies the contracting authority against any claims that its employees could have in this regard. For its permanent expatriate staff, where appropriate,



the contractor shall in addition comply with the laws and regulations applicable in the country of origin.

- d) The contractor shall also ensure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

#### 13.4. Security arrangements

The contractor shall put in place security measures for its employees, experts and their families located in the partner country commensurate with the physical danger (possibly) facing them.

The contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families are exposed and for keeping the contracting authority informed of the situation. If the contracting authority or the contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the contractor must take immediate emergency action to remove the individuals concerned to safety. If the contractor takes such action, he must communicate this immediately to the project manager and this may lead to suspension of the contract in accordance with Article 35.

### **ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 14.1. A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.
- 14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, analyze, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit. The contracting authority may invoke Ipsos as the source of data, but only with prior written consent of Ipsos.
- 14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the contracting authority.
- 14.4. The above vesting of rights in the contracting authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the contracting authority and the contractor.
- 14.5. The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. If the contracting authority so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).
- 14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting authority.
- 14.7. The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the contracting authority.

- 14.8. By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- 14.9. The contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

## **NATURE OF THE SERVICES**

### **ARTICLE 15. THE SCOPE OF THE SERVICES**

- 15.1. The scope of the services is specified in Annex II and Annex III.
- 15.2. Where the contract is for an advisory function for the benefit of the contracting authority and/or project manager in respect of all the technical aspects of the project, which may arise out of its implementation, the contractor shall not have decision-making responsibility.
- 15.3. Where the contract is for management of the implementation of the project, the contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the project manager's authority.
- 15.4. If the contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The contracting authority shall provide the contractor with the information necessary for drawing up the administrative part of the tender dossier.

### **ARTICLE 16. STAFF**

- 16.1. For fee-based contracts, without prejudice to paragraph 4 of this Article, the contractor must inform the contracting authority of all staff which the contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the staff and, where appropriate, the specialisation required. The contracting authority shall have the right to oppose the contractor's choice of staff.
- 16.2. All those working on the project with the approval of the contracting authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the contractor by the contracting authority or the project manager.
- 16.3. Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside Albania, the contractor shall keep the project manager informed of the names and qualifications of staff assigned to that part of the services.
- 16.4. The contractor shall:
- (a) forward to the project manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the staff;
  - (b) inform the project manager of the date of arrival and departure of each member of staff;



- (c) submit to the project manager for its approval a timely request for the appointment of any non-key experts.

16.5. The contractor shall provide its staff with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.

16.6. No recruitment of an expert by the contractor can create contractual relations between the expert and the contracting authority.

#### **ARTICLE 17. REPLACEMENT OF STAFF**

17.1. The contractor shall not make changes to the agreed staff without the prior approval of the contracting authority. The contractor must on its own initiative propose a replacement in the following cases:

- (a) In the event of death, in the event of illness or in the event of accident of an agreed staff;
- (b) If it becomes necessary to replace an agreed staff for any other reasons beyond the contractor's control (e.g. resignation, etc.).

17.2. In the course of performance, the contracting authority can order an agreed staff to be replaced. This shall be done on the basis of a written and justified request to which the contractor and the agreed staff have had the opportunity to provide observations.

17.3. Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the contractor is unable to provide a replacement with equivalent qualifications and/or experience, the contracting authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

17.4. Additional costs incurred by the replacement of an agreed staff are the responsibility of the contractor. The contracting authority makes no payment for the period when the agreed staff to be replaced is absent. The replacement of any agreed staff, whose name is listed in Annex IV of the contract, must be proposed by the contractor within 15 calendar days from the first day of the agreed staff's absence. If after this period the contractor fails to propose a replacement in accordance with Article 17.3 above, the contracting authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced. The contracting authority must approve or reject the proposed replacement within 30 days.

17.5. The government of the partner country of the contracting authority may be notified of the identity of the agreed staff proposed to be added or replaced in the contract to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the proposed experts in writing to the contracting authority within 15 days of the date of the request for approval.

#### **ARTICLE 18. TRAINEES**

18.1. If required in the terms of reference, the contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the contracting authority under the terms of the contract.

18.2. Instruction by the contractor of such trainees shall not confer on them the status of employees of the contractor. However, they must comply with the contractor's instructions, and with the provisions of article 8, as if they were employees of the contractor. The contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.

18.3. Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by the contracting authority.

18.4. The contractor shall report at quarterly intervals to the contracting authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

## **PERFORMANCE OF THE CONTRACT**

### **ARTICLE 19. IMPLEMENTATION OF THE TASKS AND DELAYS**

19.1. The special conditions fix the date on which implementation of the tasks is to commence.

19.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted.

19.3. If the contractor fails to perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.

19.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.

19.5. If the contracting authority has become entitled to claim 15% of the contract value, it may, after giving notice to the contractor:

- (a) terminate the contract, and;
- (b) enter into a contract with a third party to complete the services, at the contractor's cost.

### **ARTICLE 20. AMENDMENT TO THE CONTRACT**

20.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed staff the curriculum vitae of which is part of the contract and change of the period of implementation shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:

- (a) An addendum for amendment may be requested only during the period of execution of the contract;
- (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the contractor, the contracting authority may accept a different notice period.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.



20.2. Additionally, the project manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the contractor, according to the following principles:

- a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
- b) Prior to the issuance of any administrative order, the project manager shall notify the contractor of the nature and the form of the proposed amendment.

The contractor shall then, without delay, submit to the project manager a written proposal containing:

- (i) all measures required to comply with the requested amendment,
- (ii) an updated timetable for implementation of the tasks, and,
- (iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the contractor's proposal, the project manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the project manager decides that the amendment shall be carried out, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's proposal or as modified by the project manager in agreement with the contractor.

- c) On receipt of the administrative order, the contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.
- d) For fee-based contracts, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the incidental expenditures, within the limits of Article 20.3.
- e) For global price contracts, administrative orders cannot have an impact on the contractual budget.

20.3. No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.

20.4. Any amendment carried out by the contractor without an administrative order or without an addendum to the contract is not allowed and made at the contractor's own financial risk.

20.5. Where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.

20.6. The contractor shall notify the contracting authority of any change of address and bank account using the form in Annex VI to notify any change in its bank account. The contracting authority shall have the right to oppose the contractor's change of bank account. The contractor shall notify the contracting authority of any change of auditor, which the contracting authority needs to approve.

## **ARTICLE 21. WORKING HOURS**

21.1. The days and hours of work of the contractor or the contractor's staff shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.

## **ARTICLE 22. LEAVE ENTITLEMENT**

- 22.1. For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the project manager.
- 22.2. For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the contractor's staff during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3. The contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the contractor. The contractor shall inform the project manager of any impact of such leave on the period of implementation of the tasks.

## **ARTICLE 23. INFORMATION**

- 23.1. The contractor shall provide any information relating to the services and the project to the project manager or any person authorised by the contracting authority.
- 23.2. The contractor shall allow the project manager or any person authorised by the contracting authority or the contracting authority itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

## **ARTICLE 24. RECORDS**

- 24.1. The contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the contractor's invoice(s) have been duly incurred for the performance of the services.
- 24.2. For fee-based contracts, timesheets recording the days or hours worked by the contractor's staff shall be maintained by the contractor. The timesheets filled in by the experts shall be confirmed on a monthly basis by the contractor and shall be approved by the project manager or any person authorised by the contracting authority or the contracting authority itself. The amounts invoiced by the contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by experts for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 24.3. Any records must be kept for a seven year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

## **ARTICLE 25. VERIFICATIONS, CHECKS AND AUDITS BY THE CONTRACTING AUTHORITY**

- 25.1. The contractor shall allow the Contracting Authority bodies to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, the Contracting Authority bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts.



accounting documents and any other document relevant to the financing of the contract. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.

- 25.2. Furthermore, the contractor shall allow the Contracting Authority to carry out checks and verification on the spot in accordance with the procedures set out in the Italian legislation for the protection of the financial interests of the Contracting Authority against fraud and other irregularities.
- 25.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the Contracting Authority to the sites and locations at which the contract is carried out, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the Contracting Authority shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The contractor shall inform the contracting authority of their precise location.
- 25.4. The contractor guarantees that the rights of the Contracting Authority to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from AICS funds.
- 25.5. Failure to comply with the obligations set forth in Article 25.1 to 25.4 constitutes a case of serious breach of contract.

## **ARTICLE 26. INTERIM AND FINAL REPORTS**

- 26.1. Unless otherwise provided in the terms of reference, the contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the contractor by the project manager during the period of implementation of the tasks.
- 26.2. All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.
- 26.3. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.
- 26.4. This final progress report shall be forwarded to the project manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the contracting authority.
- 26.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the contractor.
- 26.6. Interim and final progress reports are covered by the provisions of Article 14.

## **ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS**

- 27.1. The approval by the contracting authority of reports and documents drawn up and forwarded by the contractor shall certify that they comply with the terms of the contract.
- 27.2. Where a report or document is approved by the contracting authority subject to amendments to be made by the contractor, the contracting authority shall prescribe a period for making the amendments requested.
- 27.3. Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.
- 27.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the contracting authority, of the preceding phase except where the phases are carried out concurrently.
- 27.5. The contracting authority's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the special conditions.

## **PAYMENTS & DEBT RECOVERY**

### **ARTICLE 28. EXPENDITURE VERIFICATION**

- 28.1. No expenditure verification report is required for global price contracts.
- 28.2. Before payments are made for fee-based contracts, an external auditor must examine and verify the invoices and the financial reports sent by the contractor to the contracting authority. The auditor shall meet the requirements set out in the terms of reference for expenditure verification and shall be approved by the contracting authority.
- 28.3. The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:
- (a) the experts employed by the contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
  - (b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.

On the basis of its verification, the auditor submits to the contractor an expenditure verification report in accordance with the model in Annex VII.

- 28.4. The contractor grants the auditor all access rights mentioned in Article 25.
- 28.5. The contracting authority reserves the right to require that the auditor be replaced if considerations, which were unknown when the contract was signed, cast doubt on the auditor's independence or professional standards.

### **ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT**

- 29.1. Payments will be made in accordance with one of the options below, as identified in the special conditions.

#### Option 1: Fee-based contract:

The contracting authority will make payments to the contractor in the following manner:

1. A first payment of pre-financing, if requested by the contractor, of an amount up to maximum 20% of the maximum contract value stated in point 2 of the contract, within 30 days of receipt by the contracting authority of an invoice, of the contract



signed by both parties, and of a financial guarantee if requested, as defined in Article 30.

2. Six-monthly further interim payments, as indicated in the special conditions, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in point 2 of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payment is made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in point 2 of the contract, after deduction of the amounts already paid, within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27.

Option 2: Global price contract:

If the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the contracting authority will make payments to the contractor in the following manner:

1. pre-financing payment is not allowed;
2. interim payments according to the special conditions of this contract
3. final payment according to the special conditions of this contract.

29.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without prejudice to Article 36.2, the contracting authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the project manager by notifying the contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the contracting authority thinks it necessary to conduct further checks. In such cases, the contracting authority shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the contracting authority. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.

29.3. Once the deadline referred to above has expired, the contractor - unless it is a government department or public body in an EU Member State - shall, within two months of receiving late payment, receive default interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country.

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the contracting authority's account is debited (inclusive).

By way of exception, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

- 29.4. Payments due by the contracting authority shall be made into the bank account mentioned on the financial identification form completed by the contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.
- 29.5. Payments shall be made in euro or in the national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the general conditions. Where payment is in Euro, for the purposes of the provision for incidental expenditure, actual expenditure shall be converted into Euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.
- 29.6. For fee-based contracts, invoices shall be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 29.7. Payment of the final balance shall be subject to performance by the contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the contracting authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the contractor and approved as satisfactory by the contracting authority.
- 29.8. The payment obligations of the Contracting Authority under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.
- 29.9. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice. A payment may be suspended for the duration of an audit or an OLAF investigation.
- 29.10. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 35.2 and terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.

## **ARTICLE 30. FINANCIAL GUARANTEE**

- 30.1. Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority. This financial guarantee shall remain valid until it is released by the contracting authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a



financial guarantee may be waived depending on a risk assessment made.

- 30.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
- 30.3. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the contractor fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the contracting authority from future payments due to the contractor under the contract, or the contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.
- 30.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the contracting authority by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.
- 30.5. For fee-based contracts, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.
- 30.6. For global price contracts, (i) if the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the financial guarantee shall remain in force until the final payment has been made, and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

#### **ARTICLE 31. RECOVERY OF DEBTS FROM THE CONTRACTOR**

- 31.1. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note.
- 31.2. Should the contractor fail to make repayment within the above deadline; the contracting authority may (unless the contractor is a government department or public body of an EU Member State) increase the amounts due by adding interest:
- (a) at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,
  - (b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,  
on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.
- 31.3. Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the party's right to agree on payment in installments.
- 31.4. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.
- 31.5. Without prejudice to the prerogative of the contracting authority, if necessary, the European Union, if donor, proceed itself to the recovery by any means.

#### **ARTICLE 32. REVISION OF PRICES**

32.1. The contract shall be at fixed prices, which shall not be revised.

### **ARTICLE 33. PAYMENT TO THIRD PARTIES**

33.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3 and 4. The assignment shall be notified to the contracting authority.

33.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.

33.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the contracting authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

## **BREACH OF CONTRACT, SUSPENSION AND TERMINATION**

### **ARTICLE 34. BREACH OF CONTRACT**

34.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.

34.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

34.3. Damages may be either:

- a) general damages; or
- b) liquidated damages.

34.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under article 34.2, also entitled to the following remedies:

- a) suspension of payments; and/or
- b) reduction or recovery of payments in proportion to the failure's extent.

34.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.

34.6. The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

### **ARTICLE 35. SUSPENSION OF THE CONTRACT**

35.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.

35.2. Suspension of the contract in the event of presumed breach of obligations or irregularities or fraud: The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.

35.3. During the period of suspension, the contractor shall take such protective measures as may be



necessary.

35.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:

- a) otherwise provided for in the contract; or
- b) such suspension is necessary by reason of some breach or default of the contractor; or
- c) the presumed breach of obligations or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the contractor.

35.5. The contractor shall only be entitled to such additions to the contract price if it notifies the project manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.

35.6. The contracting authority, after consulting the contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority be fair and reasonable.

35.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period of suspension exceeds 90 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.

#### **ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY**

36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.

36.2. Subject to any other provision of these general conditions the contracting authority may, by giving seven days' notice to the contractor, terminate the contract in any of the following cases where:

- (a) the contractor is in serious breach of contract for failure to perform its contractual obligations;
- (b) the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- (c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;
- (d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;
- (e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that contractor;
- (f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
- (g) any other legal disability hindering performance of the contract occurs;
- (h) the contractor has been guilty of grave professional misconduct or has committed an irregularity proven by any means which the contracting authority can justify, within the meaning of Article 10.1(a) (b);
- (i) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings, circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.

- (j) the contractor, in the performance of another contract financed by the Contracting Authority funds, has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the contracting authority, OLAF or the Court of Auditors;
- (k) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- (l) the award procedure or the performance of another contract financed by the Contracting Authority funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;
- (m) the contractor fails to perform its obligation in accordance with Article 8 and Article 9;
- (n) the contractor is unable to provide a suitable replacement to an expert, the absence of which the proper performance of the contract.
- (o) the contractor is in breach of the data protection obligations resulting from Article 42 of these general conditions.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m), (n) and (p) may refer also to subcontractors.

36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.

36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

36.5. The project manager shall, as soon as possible after termination, certify the value of the services and all sums due to the contractor as at the date of termination.

36.6. The contracting authority shall not be obliged to make any further payments to the contractor until the services are completed. After the services are completed, the contracting authority shall recover from the contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the contractor.

36.7. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the special conditions.

36.8. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.

36.9. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

## **ARTICLE 37. TERMINATION BY THE CONTRACTOR**



- 37.1. The contractor may, after giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:
- a) fails for more than 120 days to pay the contractor the amounts due after the expiry of the time limit stated in Article 29; or
  - b) consistently fails to meet its obligations after repeated reminders; or
  - c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the contractor's breach or default.
- 37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.
- 37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.

#### **ARTICLE 38. FORCE MAJEURE**

- 38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure*, which arise after the date of notification of award or the date when the contract becomes effective.
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, ... A decision of the Contracting Authority to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding the contract.
- 38.3. Notwithstanding the provisions of Article 19 and Article 36, the contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the contractor for breach or default, if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other party and the project manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations, which are not prevented by the force majeure event. The contractor shall not put into effect such alternative means unless directed so to do by the project manager.
- 38.5. For a fee-based contract, if the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the project manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of *force majeure* persists, the contract shall be terminated and, in consequence, thereof under the law governing the contract, the parties shall be released from further performance of the contract.

#### **ARTICLE 39. DECEASE**

- 39.1. If the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to enter the contract shall notify the contracting authority thereof within 15 days of the date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such a proposal.
- 39.4. Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

### **SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

#### **ARTICLE 40. SETTLEMENT OF DISPUTES**

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract, which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution, which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the Contracting Authority is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

#### **ARTICLE 41. APPLICABLE LAW**

- 41.1. This contract shall be governed by the law of Albania.

### **DATA PROTECTION**



## ARTICLE 42. DATA PROTECTION

### 42.1. Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller. The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the Italian Data Protection Supervisor Authority.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

### 42.2. Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorized to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 7.6 of these general conditions.

The contractor shall adopt appropriate technical and organizational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymization and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed. The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State or third country applicable data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the Italian Data Protection Supervisor Authority;
- (c) communicate a personal data b
- (d) reach without undue delay to the data subject, where applicable;
- (e) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article 7.9 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 4 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.



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## **1. BACKGROUND INFORMATION**

### **1.1. Partner countries**

Albania / Bosnia and Herzegovina

### **1.2. Contracting Authority**

Italian Agency for Development Cooperation – Tirana’s Office (AICS).

### **1.3. Background**

The initiative *Technical Assistance and Capacity Development (ASTECADE) – AID 10539* aims at supporting the commitment of the Italian Agency for Development Cooperation in Tirana (hereafter AICS Tirana). In compliance with the *Piano dell’Agenzia Italiana per la Cooperazione allo Sviluppo e della Direzione Generale per la Cooperazione allo Sviluppo del MAECI per l’efficacia degli interventi 2020-2022*, Aics Tirana promote a management system results oriented. Baselines are key elements for planning, monitoring and evaluating the cooperation initiatives funded by the Italian Government.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1. Overall objective**

The overall objective of the project of which this contract will be a part is as follows:

Increase the planning, monitoring and evaluating capacities of Aics Tirana, in the framework of its institutional commitment for the sustainable development and European integration of its Balkans Countries of competence.

### **2.2. Purpose**

The purposes of this contract are as follows:

- Production of a brand awareness survey Omnibus survey in Albania: survey of Citizens’ perceptions of the AICS.
- Production of a brand awareness survey Omnibus survey in Bosnia and Herzegovina: survey of Citizens’ perceptions of the AICS.
- Production of a business-to-business survey: quantitative survey of representatives of business entitles in Albania.
- Production if a community awareness research: public opinion survey of Byllis residents (Fier County).

### **2.3. Results to be achieved by the contractor**

The results to be achieved by the contractor are as follows:

- Four surveys, as per point 2.2, are timely produced and its results delivered. All the details are specified in the document *Proposed Methodology for Completion of Services*, Annex III to the present contract.

## **3. ASSUMPTIONS & RISKS**

### **3.1. Assumptions underlying the project**



- The *Piano dell'Agenzia Italiana per la Cooperazione allo Sviluppo e della Direzione Generale per la Cooperazione allo Sviluppo del MAECI per l'efficacia degli interventi 2020-2022* promotes a management system results oriented. Baselines are key elements for planning, monitoring and evaluating the cooperation initiatives funded by the Italian Government.
- The initiative *Technical Assistance and Capacity Development (ASTECADE) – AID 10539* indicates in surveys a main tool to increase the effectiveness of Aics Tirana cooperation commitment.
- The Communication Plan 2020 of the Italian Cooperation in Albania requires brand awareness survey in order to further monitoring and evaluating its results.

### **3.2. Risks**

- Lack of mandatory permissions from National Authorities - due to the Covid-19 emergency restrictions - to implement the necessary activities for the purposes of this contract. In order to achieve the goals of this contract, a delay in the delivery of the four surveys, due to the Covid-19 emergency restrictions, doesn't need an addendum if agreed by both parties.
- Every of the generally considered force majeure causes. In order to achieve the goals of this contract, a delay in the delivery of the four surveys, due to generally considered force majeure causes, doesn't need an addendum if agreed by both parties.

## **4. SCOPE OF THE WORK**

### **4.1. General**

#### **4.1.1. Description of the assignment**

Scope of the contract is to increase the effectiveness of the AICS Tirana commitment for the sustainable development and the European integration of its Western Balkans Countries of competence. In this perspective, the contractor has to guarantee timeliness in the execution and reporting phases. As well, clear baselines must be delivered and archived in order to planning, monitoring and evaluating future cooperation initiatives.

The requested services are listed as follows:

- Research.

The assignment is composed of four items as follows:

- Production of a brand awareness Omnibus survey in Albania: survey of Citizens' perceptions of the AICS.
- Production of a brand awareness Omnibus survey in Bosnia and Herzegovina: survey of Citizens' perceptions of the AICS.
- Production of a business-to-business survey: quantitative survey of representatives of business entities in Albania.
- Production of a community awareness research: public opinion survey of Byllis residents (Fier County).

All the details are specified in the document *Proposed Methodology for Completion of Services*, Annex III to the present contract.

#### **4.1.2. Geographical area to be covered**

The tasks must be implemented in the following geographical areas:

- Brand awareness Omnibus survey – Albania.
- Brand awareness Omnibus survey – Bosnia and Herzegovina.
- Community awareness research: Byllis – Fier County.
- Business-to-business survey: Albania.

#### **4.1.3. Target groups**

The services requested by the Contracting Authority are meant to reach the following target groups:

- Albanian general population (+18).
- Bosnia and Herzegovina general population (+18).
- Residents of Byllis and Fier County (+18).
- Managers of business entities focus on agro-processing industry.

## **4.2. Project management**

### **4.2.1. Responsible body**

Italian Agency for Development Cooperation – Tirana’s Office in accordance with Delibera 58 of 19.07.2020.

### **4.2.2. Management structure**

The permanent executive staff of the project *Technical Assistance and Capacity Development (ASTECADE) – AID 10539* for the entire duration of the present contract is composed by a project coordinator and a communication officer.

### **4.2.3. Facilities to be provided by the Contracting Authority and/or other parties**

Premises of the Italian Agency for Development Cooperation – Tirana’s Office.

## **5. LOGISTICS AND TIMING**

### **5.1. Location**

The operational base for the services requested by the Contracting Authority is the contractor’s premises.

### **5.2. Start date & period of implementation of tasks**

The intended start date is the date of the signature of the contract and the period of implementation of the contract will be 90 days from this date.

## **6. REQUIREMENTS**

### **6.1. Staff**

Note that civil servants and other staff of the public administration of Albania or international, regional governmental or non-governmental organisations based in Albania are not allowed. Given the case, the contract will be invalidated.

### **6.2. Office accommodation**

Office accommodation for each expert working on the contract is to be provided by the contractor.

### **6.3. Facilities to be provided by the contractor**

The contractor shall ensure that experts are adequately supported and equipped. In particular it must be ensured that there is sufficient administrative, secretarial and interpreting provision to enable experts to



concentrate on their primary responsibilities. The contractor must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion, in compliance with the Albanian legislation.

#### **6.4. Equipment**

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract.

### **7. REPORTS**

#### **7.1. Reporting requirements**

The contractor will submit to the Contracting Authority the following reports in English in one original signed copy and in digital copy sent via email to the contact person:

- **Mandatory Inception Report** including a brief Production Plan and a Timeline;
- **One or more Progress Reports** for interim payments or following a motivated request of the Contracting Authority.
- **Mandatory Final Report**, including the final list of deliveries, for a single comprehensive payment or final balance.

#### **7.2. Submission and approval of reports**

The reports referred to above must be submitted to the contact person of the Contracting Authority identified in the contract. The contact person of the Contracting Authority is responsible for approving the reports.

### **8. MONITORING AND EVALUATION**

#### **8.1. Definition of indicators**

Indicator is as follows:

- Number of baselines delivered.

#### **8.2. Minimum mandatory results**

Minimum mandatory result is as follows:

- 40 clear baselines

Reports, as per point 7 of the present Terms of reference, must include data on the above mandatory result. Mandatory Inception Report, as per point 7 of the present Terms of reference, must include a plan on the accomplishment of the above results.

## Annex III Proposed methodology for completion of services

This section contains information about methodology, sample design and fieldwork procedures proposed for study aimed to explore:

- knowledge and perceptions of Italian Agency for Development Cooperation (AICS) amongst general population in Bosnia and Hercegovina and Albania;
- awareness of Byllis' community about protection and promotion of Albanian cultural heritage, as well as potentials for development of tourism;
- needs of business entities, operating mainly in the agro-processing industry, when it comes to workforce profile and skills, as well as opinions about the quality of existing education and training institutions.

This study will provide baseline data which aim to assist in further development, implementation and evaluation of programs.

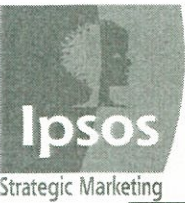
### Outline of the methodology

In order to fulfil the research tasks, we suggest the following battery of quantitative studies with different populations. Please note that this is only a draft version of the methodology and that each part of it can be revised in the consultation with the AICS.

	Type	Target groups	Brief description
1	<b>Brand Awareness Omnibus survey in Albania and Bosnia and Herzegovina: Survey of Citizens' perceptions of the AICS</b>	<ul style="list-style-type: none"> <li>• General Population (18+), Nationally representative sample, n=1000 adults age 18 and older in each country;</li> </ul>	<ul style="list-style-type: none"> <li>• Data collection method: Mix mode omnibus (CAPI) survey;</li> <li>• Questionnaire size: up to 5 minutes, maximum 1 open-ended questions;</li> <li>• Specific objectives covered: assessment of the general population's perception, knowledge and attitudes towards Italian Agency for Development Cooperation;</li> </ul>
2	<b>Community awareness research: Public opinion survey of Byllis' residents (Fier County)</b>	<ul style="list-style-type: none"> <li>• Residents of Byllis (18+), Representative sample, n=400 adults age 18 and older</li> </ul>	<ul style="list-style-type: none"> <li>• Data collection method: Face-to-face (CAPI) survey</li> <li>• Questionnaire size: up to 20 minutes, maximum 2 open-ended questions</li> <li>• Specific objectives covered: collecting information on the awareness of residents about protection and promotion of Albanian cultural heritage, as well as potentials for development of tourism;</li> </ul>
3	<b>Business-to-business survey (B2B): Quantitative survey of representatives of</b>	<ul style="list-style-type: none"> <li>• Managers of business entities focused on agro-processing industry, n= up to 100 business entities in total</li> </ul>	<ul style="list-style-type: none"> <li>• Data collection method: Mix Mode survey;</li> <li>• Questionnaire size: up to 20 minutes, maximum 2 open-ended questions;</li> <li>• Specific objectives covered: employers' evaluation of existing education programs and</li> </ul>







<b>business entities in Albania</b>		importance of various skills and abilities of employees which will serve as baseline for planning vocational trainings. Assessment of the relevance of the existing education outcomes to the needs of the employers.
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### 1.1. Brand Awareness survey in Albania and Bosnia and Herzegovina

Brand Awareness Survey will be performed on general population 18+ within Ipsos' Omnibus in Albania and Bosnia and Herzegovina. In total 2000 interviews will be performed, 1000 in each country. In each country the sample will be nationally representative. The sampling universe will be based on the data from Census and estimated population dynamics.

#### **CATI omnibus survey of the general population**

Ipsos provides fast, accurate and cost-effective ways of reaching nationally representative sample every month of the year. Face-to-Face Omnibus collects extensive information on the respondent and the household simultaneously for multiple clients, thus lowering the cost of the survey up to 30%. Omnibus retains all the advantages of classic in-person interviewing, with the addition of cost effectiveness.

Results from your questions are confidential and only available to you.

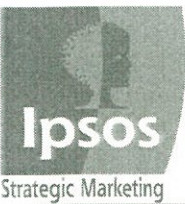
Omnibus is a monthly survey, perfect for clients in the public, private and not for profit sectors. Omnibus products are reliable and accurate solutions for those who want to gauge public opinion, test advertising campaigns, set benchmarks, measure awareness and usage of brands and services, profile demographics, estimate market share, forecast trends and track reactions and opinions on specific issues.

Omnibus survey begins every first week of the month. Data collection takes about a week, with an additional 7 days for processing and data analysis.

#### **Definition of sample universe, sampling frame and type of sample**

In table below the specification of the sampling methodology in each country (sampling universe, frame, sample type, strata, sampling stages, etc.) is briefly described.

Location	Albania	Bosna and Herzegovina
<b>Method of data collection</b>	Face-to-face interviews in home, with the household member aged 18+, using CAPI (Computer Assisted Personal Interviewing) technique and structured questionnaire up to 5 minutes long	
<b>Sample universe</b>	Population 18+	Population 18+
<b>Sampling frame</b>	List of polling stations territories	List of polling stations territories
	Rationale: Polling stations territories enables the most reliable sample selection, due to the fact that for these units the most complete and updated data are available.	



<b>Statistical documentation used to design the sample</b>	Census 2011. data, Official Statistical Office in Albania, estimations for 2017.	Central Election Commission, IDDEEA
<b>Areas of the population excluded from the sample</b>	Inhabitants of poorly accessible, remote parts of the country, 0,2% of the population	Inhabitants of poorly accessible, remote parts of the country, 0.3% of the population
<b>Type of sample</b>	Three stage random representative stratified sample	Three stage random representative stratified sample
<b>Strata</b>	<b>3 traditional regions:</b> North, Central and South ; <b>Type of settlement:</b> urban/ other	<b>6 traditional regions:</b> West Republic of Srpska, East Republic of Srpska, Cazin region, Herzegovina, North Federation B&H, and Sarajevo with surrounding (Federation B&H); <b>Type of settlement:</b> urban/ other
<b>Strata allocation</b>	Proportional to Census 2011. data and estimated population dynamics	Proportional to Census 2013. data and estimated population dynamics
<b>Sampling stages:</b>		
<b>Primary sampling units – PSU:</b>	Polling station territory <sup>1</sup>	Polling station territory
<b>Number of PSUs in sample universe:</b>	5.504	5.254
<b>Selection procedure:</b>	Sampling with Probabilities Proportional to Size – PPS, <b>Method of selection:</b> Lachirie (cumulative)	Sampling with Probabilities Proportional to Size – PPS, <b>Method of selection:</b> Lachirie (cumulative)
<b>Secondary sampling units – SSU:</b>	Households <sup>2</sup>	Households
<b>Number of SSUs in sample universe:</b>	722.262	1.163.387

<sup>1</sup>Polling stations territories are defined by street(s) name(s) and dwelling numbers; polling station territory comprises in average approximately 200 households, with exception of the settlements with less than 300 HH which are defined as one unite.

<sup>2</sup>One household comprises people living in the same apartment and sharing the expenditure for food. Eligible households are only those households where there is at least one household member who is aged 18+.



<b>Selection procedure:</b>	Random route technique starting from the given addresses based on dwelling register (simulating Simple Random Sampling without Replacement – SRSWoR – sampling scheme),  <b>Method of selection:</b> Systematic sample with random choice of the starting point and equal steps of choice	SRSWoR,  <b>Method of selection:</b> Systematic sample with random choice of the starting point and equal steps of choice
<b>Tertiary sampling units – TSU:</b>	Household member, 18+	Household member, 18+
<b>Number of TSUs in sample universe:</b>	2.060.324	2.791.281
<b>Selection procedure:</b>	Randomly chosen respondent aged 18+	Randomly chosen respondent aged 18+
<b>Number of sampling points</b>	125	125
<b>Sample size</b>	1000 completed questionnaires	1000 completed questionnaires
<b>Sampling error</b>	Marginal error: +/-3.4%	Marginal error: +/-3.10%
<b>Weighting variables</b>	Region, type of settlement, gender, age, and education	Region, type of settlement, gender, age, and education

### Questionnaire

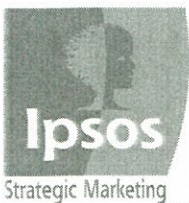
The questionnaires will be designed based on the input of the Client and will include approximately 5-6 questions (estimated duration of the interview is up to 5 minutes). The main topics covered by questionnaire will include: citizens’ awareness and familiarity with AICS, as well as their image and favorability of organization.

Table below presents proposed timeline for suggested services. Detailed timeframe can be arranged after the signing of the contract.

Description Omnibus	Timeline
We need to have qnr before the 7 <sup>th</sup> of the month	2 days
Scripting of the questionnaires	2 days
Field work	10 days
Report	7 days

Please note that this is only draft time frame and that time frame can be modified in cooperation between Ipsos Albania and the Client. Each phase depends on the time for Client’s approval of the phases.





Description	Timeline
Questionnaire	5 days
Scripting of the questionnaires	2 days
Field work	10 days
Report	7 days

Please note that this is only draft time frame and that time frame can be modified in cooperation between Ipsos Albania and the Client. Each phase depends on the time for Client's approval of the phases.

Description B2B	Timeline
Questionnaire	5 days
Scripting of the questionnaires	2 days
Field work	20 days
Report	7 days

Please note that this is only draft time frame and that time frame can be modified in cooperation between Ipsos Albania and the Client. Each phase depends on the time for Client's approval of the phases.

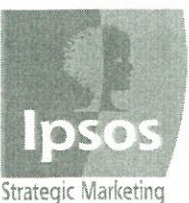
**BRAND AWARENESS OMNIBUS SURVEY IN ALBANIA:** Survey of Citizen's perceptions of the AICS, N=1000, nationally representative sample, Computer Assisted Telephone Interview Omnibus (CATI) survey, questionnaire duration up to 5 minutes;

Finalization of questionnaire in both language	150 EUR
Scripting the questionnaire and testing the electronic version	200 EUR
Selection and training of interviewers	100 EUR
Data Collection	1325 EUR
Quality Control	175 EUR
Data processing and analysis of survey	200 EUR
Final report with key findings and results	350 EUR
<b>TOTAL COST for Brand Awareness Omnibus Survey in AI</b>	<b>2500 EUR</b>

**BRAND AWARENESS OMNIBUS SURVEY IN BOSNIA&HERZEGOVINA:** Survey of Citizen's perceptions of the AICS, N=1000, nationally representative sample, Computer Assisted Telephone Interview Omnibus (CATI) survey, questionnaire duration up to 5 minutes;

Finalization of questionnaire in both language	150 EUR
Scripting the questionnaire and testing the electronic version	200 EUR
Selection and training of interviewers	100 EUR
Data Collection	1325 EUR
Quality Control	175 EUR
Data processing and analysis of survey	200 EUR
Final report with key findings and results	350 EUR
<b>TOTAL COST for Brand Awareness Omnibus Survey in B&amp;H</b>	<b>2500 EUR</b>





COMMUNITY AWARENESS RESEARCH: Public opinion survey of Byllis' residents (Fier Country), N=400, representative sample, Face to Face (CAPI) survey, questionnaire duration up to 20 minutes;

Finalization of questionnaire in both english and albanian language	350 EUR
Scripting the questionnaire and testing the electronic version	450 EUR
Selection and training of interviewers	200 EUR
Data Collection	2450 EUR
Quality Control	350 EUR
Data processing and analysis of survey	450 EUR
Final report with key findings and results	700 EUR
<b>TOTAL COST for Brand Awareness Omnibus Survey in AI</b>	<b>4950 EUR</b>

BUSINESS TO BUSINESS SURVEY (B2B): Quantitative survey of representatives of business entities in Albania, N=100 business entities, Face to Face (CAPI) survey, questionnaire duration up to 20 minutes;

Finalization of questionnaire in both english and albanian language	350 EUR
Scripting the questionnaire and testing the electronic version	450 EUR
Selection and training of interviewers	200 EUR
Data Collection	3980 EUR
Quality Control	250 EUR
Data processing and analysis of survey	700 EUR
Final report with key findings and results	900 EUR
<b>TOTAL COST for Brand Awareness Omnibus Survey in AI</b>	<b>6830 EUR</b>

**GRAND TOTAL: 16780 EUR<sup>3</sup>**

<sup>3</sup> In total price are included: all costs including those for the services to be provided, travel and subsistence costs. c: Taking into account that final report for all the three surveys, their preparation costs and translation are distributed by different survey phases.

**ANNEX IV: BUDGET**

**Four surveys for Albania and Bosnia and Herzegovina**

**CIG: Z022E8C67E**

**Global price: EUR 20,136 - VAT included**







PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	Ipsos shpk		
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM	LTD		
ORGANISATION TYPE	FOR PROFIT <input checked="" type="checkbox"/>		
	NON FOR PROFIT <input type="checkbox"/>	NGO ②	YES <input type="checkbox"/> NO <input type="checkbox"/>
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	Tirana	
	COUNTRY	Albania	
DATE OF MAIN REGISTRATION	05	07	2005
	DD	MM	YYYY
VAT NUMBER			
ADDRESS OF HEAD OFFICE			
POSTCODE	1023	P.O. BOX	
		CITY	Tirana
COUNTRY	Albania	PHONE	
E-MAIL			

DATE 30.09.2020

SIGNATURE OF AUTHORISED REPRESENTATIVE

STAMP



① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.





### FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

#### BANKING DETAILS ①

ACCOUNT NAME ②

IBAN/ACCOUNT NUMBER ③

CURRENCY

BIC/SWIFT CODE

BRANCH CODE ④

BANK NAME

#### ADDRESS OF BANK BRANCH

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

#### ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

REMARK

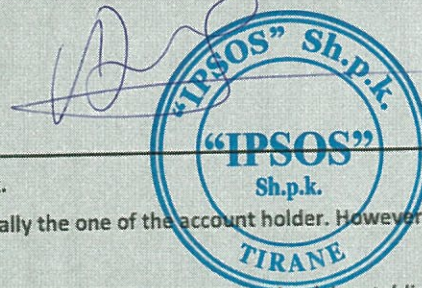
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤



DATE (Obligatory)

17/11/2020

SIGNATURE OF ACCOUNT HOLDER (Obligatory)



- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.